



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Don Karnes, Purchasing Manager
5204 Bernard Drive SW, Suite 300F
Roanoke VA 24018
(540) 772-2061 ext. 305
(540) 772-2074 (FAX)

Request for Proposal

ADDENDUM NUMBER 2

CP#0480

for

**Architectural, Engineering, and Surveying Services (Contract)
For Small Projects for Roanoke County**

One (1) original & four (4) complete copies of Sealed Proposals Due
& One (1) original printed copy with Proprietary Material removed

~~April 15, 2004~~

NEW DUE DATE: ~~April 22, 2004~~ April 28, 2004

3:00 P. M.
(Local Prevailing Time)

**Request for Proposal CP #0480
Architectural, Engineering, and Surveying Services (Contract)
For Small Projects for Roanoke County
ADDENDUM NUMBER 2
April 20, 2004**

Addendum 2 is being issued to change the due date:

Due Date:

Sealed proposals will be received until 3:00 P.M. (local prevailing time), ~~April 15, 2004,~~
~~April 22, 2004.~~

Change to read:

**Sealed proposals will be received until 3:00 P.M. (local prevailing time), April 28,
2004.**

End of Addendum Number 2.



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Don Karnes, Purchasing Manager
5204 Bernard Drive SW, Suite 300F
Roanoke VA 24018
(540) 772-2061 ext. 305
(540) 772-2074 (FAX)

Request for Proposal

ADDENDUM NUMBER 1

CP#0480

for

**Architectural, Engineering, and Surveying Services (Contract)
For Small Projects for Roanoke County**

*One (1) original & four (4) complete copies of Sealed Proposals Due
& One (1) original printed copy with Proprietary Material removed*

~~April 15, 2004~~

NEW DUE DATE: April 22, 2004

3:00 P. M.
(Local Prevailing Time)

**Request for Proposal CP #0480
Architectural, Engineering, and Surveying Services (Contract)
For Small Projects for Roanoke County
ADDENDUM NUMBER 1
April 7, 2004**

Addendum 1 is being issued to change the due date:

Due Date:

Sealed bids will be received until 3:00 P.M. (local prevailing time), April 15, 2004.

Change to read:

Sealed bids will be received until 3:00 P.M. (local prevailing time), April 22, 2004.

End of Addendum Number 1.



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Don Karnes, Purchasing Manager
5204 Bernard Drive SW, Suite 300F
Roanoke VA 24018
(540) 772-2061 ext. 305
(540) 772-2074 (FAX)

Request for Proposal

CP#0480

for

**Architectural, Engineering, and Surveying Services (Contract)
For Small Projects for Roanoke County**

*One (1) original & four (4) complete copies of Sealed Proposals Due
& One (1) original printed copy with Proprietary Material removed*

April 15, 2004

3:00 P. M.
(Local Prevailing Time)

**Request for Proposal CP #0480
Architectural, Engineering, and Surveying Services (Contract)
For Small Projects for Roanoke County
April 5, 2004**

The County of Roanoke, Virginia, is requesting sealed proposals for Architectural, Engineering, and Surveying Services for small projects. The contract will be an annual hourly rate contract. Should it become necessary, Roanoke County reserves the right to issue a public solicitation for professional services on any project outside of this contract. The attached scope of work is submitted for your review and proposal consideration. Any contract developed from this Request for Proposal will be used on an "as needed" basis.

As this is a sealed formal request for proposal, no faxed proposals will be accepted. One (1) original and four (4) copies and one (1) original printed copy with Proprietary Material Removed of the sealed proposals will be received at and until 3:00 pm (local prevailing time) on April 15, 2004, Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia. Any response received after the above time and/or date will be returned to the offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked **"CP #0480 Architectural, Engineering, and Surveying Services (Contract) for Small Project for Roanoke County.**

Although specific requirements are detailed in this document, will consider additional optional proposals concerning a particular service or services that may result in a more cost effective and efficient delivery of that service or services. Optional proposals must be clearly marked as such.

Once proposals are received, a committee will review all of the responses. Informal discussion may be conducted with those firms deemed to be most fully qualified and suited to the work. Negotiations may also be conducted.

As this is a request for proposal, no information regarding the identity of the offerors or the contents will be released until after the negotiation process. Once an award has been made, all proposals will become public information. If your proposal contains proprietary information, please make note of such on separate cover with a brief explanation. (See attached Form provided). In addition, the one (1) original printed copy with Proprietary Material removed will be used for compliance with the Freedom of Information Act and may be open to public inspection.

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible offerors, and reserves the right to waive informalities and/or irregularities, and to accept or reject any or all proposals. It is the intent of Roanoke County to establish multiple hourly rate contracts with various firms to perform this work. It is the intent for these contracts to be annually renewable (not to exceed a total of three years), based on mutual agreement of both parties. However, Roanoke County reserves the right to make a lot award or to award to more than one Offeror or to obtain service from other available programs as in the best interest of the County.

Should it become necessary, Roanoke County reserves the right to issue a public solicitation for professional services on any project.

Non binding estimates based on hourly rates will be discussed as part of the interview with those firms which are shorted listed.

Hourly rates will be set as a part of this contract: however, a scope of work and quote will be established for each project prior to any work beginning.

Work will be performed under the supervision of Roanoke County staff and others, as deemed necessary, during all phases of work. Roanoke County staff will determine which firm, under contract, will be utilized on a project by project basis. No guarantees are made regarding volume of work.

INQUIRIES:

As it is expected that each firm may have different needs for information, it is incumbent on each firm to make whatever inquiries it deems necessary in order to respond to the RFP. Roanoke County assumes no responsibility for oral instructions, suggestions or interpretations. Any material change will be submitted to all Offerors through issuance of an addendum by the Purchasing Division. It is the responsibility of the Offeror to inquire, in writing, about any portion of this RFP that the Offeror does not understand. All inquiries concerning this RFP should be submitted, in writing, not less than five (5) days prior to the closing date to:

Don Karnes, Purchasing Manager
5204 Bernard Drive, SW, Suite 300F
Roanoke VA 24018
Phone - 540-772-2061 FAX - 540-772-2074

1.0 PURPOSE:

The purpose and intent of the Request for Proposal (RFP) is to solicit sealed proposals to establish term contracts through competitive negotiations for licensed professional consulting architectural and engineering firms registered to do business in the Commonwealth of Virginia. The term of the contract shall be for one year; subject to renewal for two additional one-year periods with mutual consent of both parties. All work shall be on an "as needed basis". The firm(s) selected must have proven experience in one or more of the following categories: surveying, storm water management design, erosion and sediment control design, site planning, landscaping, preparation of final design drawing in accordance with all State, Local, and applicable codes and ordinances, and public utility design coordination. Firms must also have proven experience in electrical, mechanical, HVAC, road design, and surveying.

Examples of small projects types covered under this contract would be:

- Design for existing roof replacements
- Review of County designs or design of bathroom facilities at parks.
- Lay out of athletic ball fields
- Trail layouts for parks
- General review and design of mechanical systems at existing buildings
- Floor layout (rooms) additions and changes at existing buildings
- Surveying
- Small projects for Community Development such as drainage reviews, road improvements and other related projects.

2.0 BACKGROUND

The County desires to procure consulting engineering services through competitive negotiations from qualified firms to assist Roanoke County on a variety of projects at various County Departments. Services required may include, but are not limited to, analysis and evaluations,

studies and reports, preliminary design, preparation of final design drawing and specifications, and other miscellaneous services.

3.0 PROPOSAL FORMAT & INFORMATION

- 3.1 Introduction: In this introduction section, the Offeror is expected to introduce his firm to Roanoke County. This section should contain a brief history of the firm, its location, locations to any satellite offices, a broad statement of qualifications and any other information deemed desirable by the Offeror.
- 3.2 Project Team Organization: This section must define organization among the proposed project team individuals. It is recognized that the Offeror must make certain assumptions concerning the nature of tasks to be accomplished in order to specify a team organization. However, it is anticipated that this section will highlight areas of individual and combined team specialized experience and will give the selection committee an insight into the unique qualifications of the project team proposed by each Offeror so that these qualifications can be best matched to the needs of Roanoke County.
- 3.3 Performance of Personnel: This section must provide a listing of team professional personnel that will be available to work on individual tasks as they are identified. It is expected that the personnel included in this section will be the same personnel that will be assigned to complete individual tasks as they are identified and task orders negotiated. This section must contain a detailed resume on each person that will be assigned to the project providing details of individual experience.
- 3.4 References: Submit four (4) references from current corporate customers. Preferably governments but private industry references are acceptable.
- 3.5 Qualifications: Overall qualifications of the firm, including a results-oriented track record. The firm must have extensive experience in design of utilities, athletic facilities layout and site development for school facilities additions.
- 3.6 Qualification and experience of key personnel to be assigned to the project.
- 3.7 Geographic location of firm relative to the County buildings.
- 3.8 Past performance on projects for the County.
- 3.9 Familiarity with County Project needs.
- 3.10 Reference from other clients
- 3.11 Past cost versus budget performance.
- 3.12 Overall structure and quality of proposal.
- 3.13 The ability of the firm to initiate and complete projects in accordance with proposed and required time schedules.

4.0 INVOICING REQUIREMENTS

Invoices will reference the Contract number, project description and be submitted to the user department (contract manager) for payment.

5.0 PRICE SCHEDULE

Payment will be processed within thirty days of receipt of invoice. The annual contract price submitted with the proposal must include all fees, services, equipment, and clerical support needed to fulfill the requirements of this contract.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. To be considered, return the original RFP and four (4) copies and one (1) original copy with proprietary materials removed, in a sealed envelope, clearly marked. Any Proposal received after the date and time for submittal, whether by mail or otherwise, will be rejected and such Proposal shall be returned to Offeror unopened. Roanoke County is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Purchasing office by the designated date and hour. Proposals will not be accepted over the facsimile machine.
2. Proposal Preparation:
 - a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposal should be prepared simply and economically, providing straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposal should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page, the proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- e. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County of Roanoke and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Selection Committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiations. The committee will schedule a time and location of these presentations. Oral presentations are an option of the County and may not be conducted.

B. SPECIFIC REQUIREMENTS

Proposals should be as thorough as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP General Information Form and addenda, if any, signed and completed.
2. Contractor Qualification Summary Sheet
3. Documentation of the Offeror's authority to conduct business in the Commonwealth of Virginia such as a business license, documentation of corporation status through the State Corporation Commission, or other documentation as appropriate.
4. Copy of the most recent audit or other documentation specifying the financial condition of the Offeror.
5. A written narrative statement describing:
 - a. Offeror's organization data, including size and structure of the company, experience, and financial information. A description of the Offeror's history in providing the required services.
 - b. Describe your method and plan for providing the service described herein (Section III).
 - c. Listing of the Offeror's management and staff personnel to be used for this project detailing qualifications and experience relative to the services described herein. Include resume for personnel and copies of certifications as appropriate.

- d. A description of consulting engineering services provided to other local and state governments and school districts within the past five (5) years. This description should specifically address the services outlines above by locality, where applicable.
- e. Provide a price schedule for all prices that you would propose to charge under any contract resulting from this solicitation. Provide information about conveying price increases at the time the contract is negotiated for renewal.
- f. Submit any other information that you believe is relevant in evaluating your proposal.

7.0 EVALUATION AND AWARD OF CONTRACT

Award: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this Request for Proposal. Negotiations shall be conducted with the Offerors so selected. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359 Code of Virginia.) Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be the School Board's Standard Contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

8.0 EVALUATION CRITERIA

Each proposal will be evaluated on the following factors

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|----|---|-----|
| 1. | Overall qualifications of the firm. | 20% |
| 2. | Qualification and experience of key personnel to be assigned to the projects. | 20% |
| 3. | Geographic location to Roanoke County. | 5% |
| 4. | Past performance on projects for the Roanoke County (if applicable). | 10% |
| 5. | Familiarity with Roanoke County Public facilities and needs. | 15% |
| 6. | Overall structure and quality of proposal. | 10% |
| 7. | The ability of the firm to initiate and complete projects in accordance with the proposed and required time schedules assigned. | 20% |

General Terms and Conditions

Public Procurement Law Compliance: All procurement made by any department within the Roanoke County will be in accordance with purchasing procedures as listed in board policy - Section 4.18 and the Virginia Public Procurement Act.

Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Roanoke County Circuit Court. The Vendor shall comply with applicable federal, state and local laws and regulations.

Anti-Discrimination: By submitting their proposals, Offerors certify to the School Board that they will conform to the provisions of the Federal Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
2. The Contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Ethics in Public Contracting: By submitting their proposals, Offerors certify that their proposal are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Immigration Reform and Control Act of 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

Debarment Status: By submitting their proposals, Offerors certify that they are not currently debarred from submitting proposals on contracts by any political subdivision or agency of the

Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any political subdivision or agency of the Commonwealth of Virginia.

Antitrust: By entering into a contract, the Vendor conveys, sells, assigns, and transfers to the Roanoke County School Board all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.

Precedence of Terms: These General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

Testing and Inspection: The County reserves the right to conduct any test/inspection it may deem advisable to assure that items and/or supplies and services conform to specifications.

Qualification of Offerors: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the School Board that such Offeror is properly qualified to carry out the obligation of the contract and to complete the work/furnish the item(s) contemplated therein.

References: Before a proposal is considered for award, the offeror may be requested by the Superintendent of Schools to submit a statement regarding previous experience in performing comparable work, business and/or technical organization, financial resources, and plant available to be used in performing the work or in supply materials, supplies, and equipment.

Additional Information: The School Board reserves the right to ask any Offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the School Board deems desirable.

Right to Reject: The County reserves the right to reject any and all proposals (or any part thereof) and to waive any informalities or irregularities when the County, in its sole discretion, deems it in the best interests of the school division.

Withdrawal or Modification of Proposals Prior to Due Date: Proposals may be withdrawn or modified by written or telegraphic notice received from Offerors prior to the time fixed for proposal receipt.

Withdrawal of Proposals Due to Error: No proposal may be withdrawn after the scheduled closing time for receipt of proposals for 60 (sixty) calendar days, except as provided in Section 11-54(I), Code of Virginia.

Proposal Period: Proposals shall be duly recorded after opening and be reported to the entire school board at the next regularly scheduled school board meeting, along with recommendation. Any proposal resulting from this solicitation shall be valid for 90 (ninety) days. At the end of the 90 (ninety) days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

Bonds: The County reserves the right to require proposal, performance, and/or payment bonds upon request.

Insurance: The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces and above. The Contractor shall furnish a copy of an original Certificate of Insurance naming Roanoke County Board of Supervisors as an additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The contractor shall furnish insurance in satisfactory limits, and on forms and of companies acceptable to the Owner's Attorney and shall require and show evidence of insurance coverage on behalf of any subcontractors, before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Workmen's Compensation Insurance with statutory limits and Employers Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - Including products and completed operations coverage.
 - (a) Bodily Injury \$1,000,000 Each Occurrence
 \$1,000,000 Each Occurrence
 - (b) Personal Injury Contractual
 \$1,000,000 Each Person
3. Comprehensive Automobile Liability
 - (a) Bodily Injury \$1,000,000 Each Person
 \$1,000,000 Each Occurrence
 - (b) Property Damage \$1,000,000 Each Occurrence
4. Umbrella Liability \$5,000,000 Each Occurrence
5. The contractor shall require each subcontractor to carry, as a minimum, coverage 1, 2, 3, and 4 as set forth above. The Contractor shall have executed and delivered to the Owner a copy of all insurance certificates. All insurance policies under coverage 2 and 4 above shall name the Owner, as co-insured.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the Owner, and the insurance Company shall be responsible for notifying the Owner thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County of Roanoke will execute the Contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name the County as an additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "OTHER" where the language may be inserted as follows:

All general liability and excess liability policies coverage listed hereon name the County of Roanoke as an additional insured

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County. Note: The cancellation clause in the Insurance Certificate should be modified by striking the words endeavor to in the second line and by striking the clause reading but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

3. The Certificate Holder should be listed as:

County of Roanoke Board of Supervisors
5204 Bernard Drive
Roanoke, VA 240189

4. Certificate of Insurance must have an original signature.

Availability of Funds: It is understood and agreed between the parties herein that the School Board shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. Vendor shall perform no work which would result in exceeding the dollar limitation of the County Purchase Order without first having obtained approval by the County user department.

Award of Contract: The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the County. The awards or awards to the lowest responsive and responsible Offeror will be made as determined by the proposal evaluation factors. The County also reserves the right to reject any or all proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the County of Roanoke to be in its best interest.

Protest of Award or Decision to Award: Any Offeror or offeror, who desires to protest the award or decision to award a contract, shall submit such protest in writing no later than ten days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected offeror is not a responsible offeror. The written protest shall include the basis for the protest and the relief sought. The Superintendent of Schools shall issue a decision in writing within ten days stating the reasons for the action taken.

Changes in the Contract: Changes can be made to the contract in any one of the following ways:

The County may order changes within the general scope of the contract at any time by written notice to the Vendor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Vendor shall comply with the notice upon receipt. The Vendor shall be compensated for any additional costs incurred as the result of such order and shall give the County of Roanoke a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Vendor accounts for the number of units of work performed, subject to the County's right to audit the Vendors records and/or to determine the correct number of units independently; or
3. By ordering the Vendor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of the savings realized. The Vendor shall present the County of Roanoke with all vouchers and records of the Vendor as it deems necessary to determine costs of savings. Any claim for an adjustment in price under the provision must be asserted by written notice to the County within 30 days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Vendor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
4. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract.

Contractual Claims: Whether for money or other relief, contractual claims shall be submitted in writing to the Roanoke County Finance Department, Purchasing Division within sixty days after final payment; however written notice of the contractor's intent to file such a claim must be submitted to the County at the time of occurrence or beginning of the work upon which the claim is based. The County of Roanoke project manager shall render a decision in writing to the contractor within thirty days after receipt of the claim.

Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

Cancellation of the Contract: The County of Roanoke reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 (sixty) days written notice to the Vendor. Any contract cancellation notice shall not relieve the Vendor of the

obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Taxes: Sales to the County of Roanoke are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.

Invoices: Invoices for items ordered, delivered and accepted shall be submitted by the Vendor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.

Indemnification: To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

In any and all claims against the County of Roanoke or any of their agents or employees by any employee of the vendor, or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Audit: The Vendor hereby agrees to retain all books, records, and other documents relative to cost or pricing data for a period of two years from the date of final payment under the contract and the County of Roanoke, its agents, and/or auditors shall have full access to and the right to examine any of said materials.

On a single sheet of paper, to be included separately with the firm's Statement of Qualifications, please include the following information:

Name of submitting firm _____

Address _____

Contact Person/Title _____

Telephone _____ Fax _____

Email address _____

Contractor's License Number _____

FEIN Number _____

Signature of principal within submitting firm _____

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke/Roanoke County Schools pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County/Schools and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the offeror must invoke the protections of 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C. This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; (b) (4); 12 C. F. R 309.5(c) (4).